

Buckinghamshire County Council
Transport · Economy · Environment

New County Offices, Walton Street
Aylesbury, Buckinghamshire, HP20 1UY
Telephone 0845 3708090
www.buckscc.gov.uk

Gill Harding
Director of Strategic Business Planning &
Commercial Development

21/01/2016

Helen Griffiths
Chalfont St Giles Parish Council
Parish Council Offices
Gravel Hill
Chalfont St Peter
Bucks
SL9 9QX

Dear Ms Griffiths,

Subject: Local Council (LC) Devolution Agreement

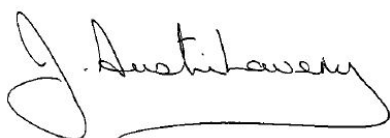
Following our recent meetings and correspondence, I am pleased to enclose your Devolution Agreement for the commencement of Devolved Transportation activities from 1st April 2016. This Agreement supersedes and extinguishes all previous agreements between us, whether written or oral, relating to the subject matter of the Agreement.

Please could you review it and arrange for your authorised signatories to sign where indicated (on page 8). On receipt, we will arrange for the BCC authorised signatory's countersignature and return a copy to you.

Finally, please could you copy the Bank Details form onto local council stationery, complete and return, thus providing us with the bank details you wish all of the Funding payments to be made to. Without these details we will be unable to transfer any monies to you.

We look forward to receiving your signed Agreement and completed Bank Details form.

Yours sincerely



Jacqueline Austin-Lavery
Business Improvement Senior Officer
Strategic Business Planning & Commercial Development team



INVESTOR IN PEOPLE



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Local Council Devolution – Local Council Bank Details Form

LOCAL COUNCIL NAME: *CHALFONT ST GILES PARISH COUNCIL*

LOCAL COUNCIL ADDRESS: *PARISH COUNCIL OFFICES, GRAVEL HILL, CHALFONT ST PETER, BUCKS, SL9 9QX*

LOCAL COUNCIL CONTACT: *HELEN GRIFFITHS*

I/We confirm that Devolution Funding payments should be made to the following bank details:

LOCAL COUNCIL BANK ACCOUNT NAME:	
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LC BANK ACCOUNT NUMBER:								
--------------------------------	--	--	--	--	--	--	--	--

LC BANK SORT CODE:	/	/
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LC BANK ADDRESS:	
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Completed by (print name):	
Completed by (signature):	
Completed on (date):	
Contact telephone no:	

Please note: This document should be printed on header local council stationery before returning to BCC

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Neil Gibson
Managing Director

LOCAL COUNCIL DEVOLUTION SCHEME

AGREEMENT



INVESTOR IN PEOPLE

Version No: 3.0



THIS AGREEMENT is made the 1ST day of APRIL 2016

BETWEEN

- 1) **BUCKINGHAMSHIRE COUNTY COUNCIL** (“the Council”) of County Hall, Aylesbury, Buckinghamshire, HP20 1UA and
- 2) **CHALFONT ST GILES PARISH COUNCIL** (“the local council”) of *Parish Council Offices, Gravel Hill, Chalfont St Peter, Bucks, SL9 9QX*

Agreed terms

1 Interpretation & Definitions

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement:

Annual Funding: the funding (as detailed in clause 6) which the Council will pay the local council on an annual basis.

Commencement Date: date this Agreement comes in to force.

Council's Representative: the Council's Representative appointed under clause 4.1.

Devolved Activities: those activities detailed in the First Schedule of this Agreement.

Devolved Functions: means the Functions devolved by clause 3 below.

Force Majeure Event: any cause affecting or delaying the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered a Force Majeure Event if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

Functions: means powers and duties and includes the power to do anything which is calculated to facilitate or is conducive or incidental to the discharge of functions.

Service Provider: the person or persons engaged or employed by the local council in order to perform the Devolved Activities.

Working Day: Monday to Friday excluding English Bank Holidays.

- 1.2 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

NOW IT IS AGREED as follows:

1 Recitals

- 1.1 The local council wishes to exercise within its area the Functions of the Council specified in column one of the First Schedule.
- 1.2 The Council is willing to enter into arrangements with the local council pursuant to the Local Government Act 1972 Section 101 and all of the other enabling powers for the discharge of those Functions by the local council on the following terms.

2 Commencement and Duration

- 2.1 This Agreement shall come into effect on 1st April 2016.
- 2.2 This Agreement shall continue until this Agreement is terminated by either party giving not less than 6 months' notice in writing, the earliest date of which being 1st September 2016, or unless this Agreement is terminated in accordance with clause 8.

3 Devolvement of Functions

- 3.1 In consideration of the provisions of this Agreement and pursuant to the above mentioned powers the Council devolves to the local council and the local council accepts the devolvement of the Council's Functions as respects the administrative area of the local council so as to enable the local council to carry out the Devolved Activities and subject to the conditions and restrictions referred to in the First Schedule.
- 3.2 Devolvement of the Council's Functions does not include devolvement of the Council's statutory responsibilities to deliver the Functions.
- 3.3 The Council warrants to the local council that it has the statutory powers to undertake the Devolved Functions and that the Council has validly resolved to arrange for the discharge of the Devolved Functions by the local council. The Council shall indemnify and keep indemnified the local council against all losses and claims directly arising from a breach of this clause.

4 Council's obligations

- 4.1 The Council shall appoint the Council's Representative who shall act as the initial point of contact in relation to this Agreement. The Council may replace him from time to time where reasonably necessary in the interests of the Council's business.
- 4.2 The Council shall pay the Funding to the local council in accordance with clause 6.

5 Local Council's Responsibilities

- 5.1 The local council shall:
 - a) Co-ordinate and manage the service delivery, appoint a Local Council Representative who shall act as the initial point of contact in relation to this Agreement.
 - b) Provide the Council Representative, by the Commencement Date, with an email address and contact telephone number for the Local Council Representative.
 - c) Have in place a process to ensure that formal complaints received with reference to the Devolved Functions are recorded, monitored and managed appropriately (Appendix D gives an example of the data presently recorded by the Council).

- d) Appoint a Service Provider, on an employment basis or by engaging a contractor or volunteers, in order to ensure provision of Devolved Activities.
- e) Attend any necessary meetings with the Council as are required, one of which will be the Safety Awareness Overview, attendance of which is mandatory by the Local Council's Representative and at least one Parish Operative.
- f) Monitor the standards, meeting at least the minimum standards required by statute and those stated in the First Schedule, of the Devolved Activities performed in their local council.
- g) Share your Annual Report (by 31st May each year) with the Council. This should include:
 - i. Details of how any complaints have been handled.
 - ii. Details of how you have expended the Devolved Funding.
- h) The local council warrant to the Council that they have read and understood, and raised any matters not understood to the Council, the following documents viewable on the Council's website, the link to which has been provided by the Council:
 - i. Devolved Services – Identifying, Managing & Monitoring Risk v2
 - ii. Hedge Cutting Process flow (Jan 2015)
 - iii. HSE Employers' Liability (Compulsory Insurance) Act 1969 - A brief guide for employers
 - iv. Insurance guidance for Local Councils
 - v. Method Statements
 - vi. Local Council Devolution – Project Scope v5
 - vii. Local Council Devolution – Technical Clarification v11
 - viii. Risk Assessments

The local council will cascade information from the above documents to their staff, Service Provider, sub-contractors and/or volunteers as extensively as possible.

6 Funding

6.1 The Council shall pay to the local council the Funding in accordance with the following:

- a) 2016-2017 £3261.54 1st April 2016
- b) 2016-2017 £3261.54 1st October 2016
- c) 2017-2018 £6523.09 1st April 2017
- d) 2018-2019 £6523.09 1st April 2018

6.2 Subject to clause 6.3, in the event of this Agreement being terminated by either party howsoever arising the local council shall return to the Council any part of the Funding that remains unspent within that Funding year within 14 days of any such request being made by the Council and the unspent Funding shall be that amount that remains unspent at the date of the Council's request.

6.3 For the purpose of clause 6.2, all Funding at the time of the Council's request shall be returned to the Council save that which the local council is contractually obliged to pay to a Service Provider at the time of the Council's request.

7 Insurance and Indemnity

7.1 The local council shall inform its insurers of its involvement in the Devolution Scheme and shall put in place public liability indemnity (of £10,000,000) and the appropriate employers

liability insurance. Where a Service Provider is contracted on a service contract the local council must ensure that the Service Provider also has this level of indemnity.

- 7.2 The local council shall indemnify and keep indemnified the Council and its respective councillors, employees, agents, officers or sub-contractors against all losses and claims where the Council is legally liable for all injuries (including death, illness and disease) or physical damage of any type to any persons or property whatsoever which may arise out of or in consequence of the execution of this Agreement, and/or any activities carried out by the Service Provider and against all:
- i. Claims; or
 - ii. Demands; or
 - iii. Proceedings; or
 - iv. Damages; or
 - v. Costs; or
 - vi. Charges; or
 - vii. Expenses whatsoever in respect thereof or in relation thereto.

The local council and the Council agree to provide prompt notice to the other of any such claim. The Council shall have the right to control the defence of any such claim subject to the conditions of the local council's insurance provider. Nothing in this clause shall restrict or limit the Council's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity and this indemnity shall not cover the Council to the extent that a claim under it results from the Council's own negligence or wilful misconduct.

8 Termination

- 8.1 This Agreement may without prejudice to the Local Government Act 1972 Section 101(4) be terminated with immediate effect should either party have to utilise clause 8.2 of this Agreement.
- 8.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement without liability to the other immediately on giving notice to the other if:
- a) The other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
 - b) The other party commits a breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach. We may agree a longer term, in writing, on a case by case basis; or
 - c) The other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.
- 8.3 On termination of this Agreement for any reason:
- a) The accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; and
 - b) Clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following clause: clause 9 (Limitation of liability).

9 Limitation of liability

- 9.1 This clause 9 sets out the entire financial liability of the Council and the local council (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the other in respect of:
- a) Any breach of this Agreement however arising
 - b) Any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement
- 9.2 Nothing in this Agreement limits or excludes the liability of the Council or the local council:
- a) For death or personal injury resulting from negligence; or
 - b) For any damage or liability incurred by the local council or the Council as a result of fraud or fraudulent misrepresentation by the other party.
- 9.3 Subject to clause 9.2:
- a) The Council or the local council shall not under any circumstances whatever be liable for:
 - i. Loss of profits; or
 - ii. Loss of business; or
 - iii. Depletion of goodwill and/or similar losses; or
 - iv. Loss of anticipated savings; or
 - v. Loss of goods; or
 - vi. Loss of contract; or
 - vii. Loss of use; or
 - viii. Loss of or corruption of data or information; or
 - ix. Any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 9.4 The Council's and the local councils' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to the amount of Funding provided that for the avoidance of doubt this clause 9.4 shall not apply to the indemnities at clauses 3.3 and 7.2 of this Agreement.

10 Entire Agreement

- 10.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement.
- 10.2 Each party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.
- 10.3 Nothing in this clause shall limit or exclude any liability for fraud.

11 Assignment

- 11.1 The local council shall not, without the prior written consent of the Council, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement providing that for the

avoidance of doubt this clause does not prohibit the subcontracting of the undertaking of the Devolved Activities to a Service Provider.

11.2 Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

12 Confidentiality and the Council's/local council's Property

12.1 Subject to clause 12.2 the Council and the local council shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the other party, its employees, agents, consultants or sub-contractors and any other confidential information concerning (as the case may be) the Council's or the local council's business for its products which the other party may obtain.

12.2 The Council and the local council each acknowledge that the other party is subject to the requirements of the Environmental Information Regulations 2004 (EIR) and the Freedom of Information Act 2000 (FOIA). Each party shall take reasonable steps to notify the other party of any requests it receives for confidential information relating to the Devolved Activities and shall have due regard to any representations made by the other party when considering the disclosure of information under the EIR and FOIA.

12.3 The Agreement will operate to the mutual benefit of both parties.

13 No Partnership or Agency

13.1 Nothing in this Agreement is intended to, or shall operate to, create a legal partnership between the parties.

13.2 Nothing in this Agreement is intended to, or shall operate to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) provided that nothing in this clause shall restrict the proper and lawful performance of the Devolved Functions by the local council in accordance with the other terms of this Agreement.

13.3 This Agreement will operate to the mutual benefit of both parties.

14 Rights of Third Parties

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

15 Variation

This Agreement may be varied from time to time by agreement in writing between the parties.

16 Monitoring

The Council will monitor the Devolved Activities performed by local councils and feed back to them any items which it feels require their attention. Monitoring will be performed on the Councils behalf by the TfB Highway Inspectors and Local Area Technicians (LATs), who will do this activity as part of their duties while travelling the county, working with local councils to provide advice and guidance to resolve any items which they feel require attention.

17 Good Faith and Collaborative Working

The parties shall at all times act in good faith towards each other and shall establish, develop and implement a collaborative relationship based on trust, fairness and mutual co-operation, and shall freely share information, with the objective of enabling the local council to effectively provide the Devolved Activities for the benefit of the local council’s administrative area.

..... Authorised Signatory of the Council

Date:

..... Authorised Signatory of the local council

Date:

..... Authorised Signatory of the local council

Date:

FIRST SCHEDULE

Devolved Activity	Service & Description	Minimum Standard	Health and Safety	Conditions and Restrictions	Current Standards and Frequencies
Urban Grass Cutting	Urban Grass Cutting - Cutting of urban grass verges, as defined on the Local Council Overview Map provided.	Information on traffic signs is legible to oncoming road users. Cuttings must be left to mulch on the road side, disposed of commercially or composted in the community. They must not be taken to the local household recycling site.	Personal Protective equipment (PPE) is worn/used. Correct type of grass cutting equipment used for different environments (steep verges, etc). A risk assessment must be carried out. Legislation relating to safe working on/near carriageways must be observed. When using specialist equipment staff must be properly trained.	Staff undertaking work should be competent, familiar with the Red Book and the Code of Practice, and also adhere to Health & Safety requirements in terms of risk assessments and PPE.	Grass should be cut as frequently as necessary so as not to restrict visibility. Arisings should be kept away from road and pavement areas. Activity is frequency based, generally performed 6 times per year between March and October.
Hedging	Hedge cutting - Cutting hedges/trees/shrubs which are a danger to road users/ pedestrians. Frontagers/ landowners must be identified/ found in the first instance and issued hedge cutting notices (see Serving Hedge Cutting Notices below). If they still cannot be found or they have not cut the hedge (and it is still causing obstruction and/or danger to public highway), cut the hedge/tree/shrub.	Information on traffic signs is legible to oncoming road users. Visual splays are clear.	Personal Protective equipment (PPE) is worn/used when working on/near carriageways. Legislation relating to safe working on/near carriageways must be observed. When using specialist equipment staff must be properly trained.	Staff undertaking work should be competent, familiar with the Red Book and the Code of Practice, and also adhere to Health and Safety requirements in terms of risk assessments and PPE.	No specific standards although hedges are usually be trimmed to A-shape, which promotes healthy growth. Activity is reactive, performed as required throughout the year, but with a general proviso to avoid the nesting season (April – August).
	Serving of hedge cutting notices - Send requests (Templates 1 and 2) to frontagers/landowners to deal with hedges, trees or shrubs that are causing an obstruction and/or danger to the public highway. If no co-operation, refer to BCC Legal to issue Enforcement Notice and on expiry, cut hedge/ tree/shrub.	Information on traffic signs is legible to oncoming road users. Visual displays are clear. Footways and RoW are accessible to pedestrians; and bridleways to pedestrians and horses.	N/A	Administered in accordance with the procedures attached (in Appendix B) but not including instigating legal proceedings.	Follow process as detailed in Hedge cutting Process Flow document. Activity is reactive, performed as required throughout the year, but with a general proviso to avoid the nesting season (April – August).

Devolved Activity	Service & Description	Minimum Standard	Health and Safety	Conditions and Restrictions	Current Standards and Frequencies
Siding Out	Siding out of overgrown footways - Preventing the encroachment of verge soil and growth onto the footway. This is essential if overgrown footways are obscuring visual splays.	Access for all pedestrian users is maintained along the footpath.	Personal Protective equipment (PPE) is worn/used when working on/near carriageways. Legislation relating to safe working on/near carriageways must be observed. When using specialist equipment staff must be properly trained.	Staff undertaking work should be competent and also adhere to Health & Safety requirements in terms of risk assessments and PPE.	No specific standards. Maintain clear sight to mandatory traffic signs. Activity is reactive, performed as required throughout the year.
	Trimming vegetation obstructing footways (or liaising with landowner to carry out where appropriate) - Where vegetation is obstructing footway this should be removed to ensure pedestrians can navigate the route.	Footways must be removed of all obstructions. Footways are accessible to pedestrians. Encroaching grass must be cut out of footways. Where landowners are involved they must be made aware of their obligations and prompted to clear footways.	Personal Protective equipment (PPE) is worn/used when working on/near carriageways. Legislation relating to safe working on/near carriageways must be observed. When using specialist equipment staff must be properly trained.	Staff undertaking work should be competent and also adhere to Health & Safety requirements in terms of risk assessments and PPE.	No specific standard. Maintain clear sight to mandatory traffic signs. Activity is reactive, performed as required throughout the year.
Rights of Way	Rights of Way clearance - As per the provided Annual Clearance Portfolio Map. Includes paths listed on BCCs annual clearance schedule (bridleways, footpaths, byways and restricted byways). Clearance means surface mowing on the public rights of way network up to the local council boundary where landowners have not carried this out. The landowner is responsible for ensuring hedges and trees are safe and if they fall across the public right of way they are removed. They also have responsibility for cutting hedge growth across a right of way.	Rights of way are accessible for pedestrians. Legal minimum width is 1.5meters for a public footpath and 3meters for a public bridleway. Right to demand that an obstruction is re 8/22 recover costs of Clearance does not include hedge cutting, clearing of side growths or cutting down trees.	Personal Protective equipment (PPE) is worn/used. Correct type of equipment used for different environments (steep verges etc). A risk assessment must be carried out. Legislation relating to safe working on/near carriageways must be observed.	Staff undertaking work should be competent, familiar with the Red Book and the Code of Practice, and also adhere to Health & Safety requirements in terms of risk assessments and PPE. Clearance of natural vegetation applies. Where clearance of arable crops is required, this is the sole duty and responsibility of the landowner to remove.	No specific standard. RoW should be maintained so as to ensure clear access and remove safety concerns. Activity is reactive and is performed as required throughout the year. Hedge trimming should avoid the nesting season (between April and August).

Devolved Activity	Service & Description	Minimum Standard	Health and Safety	Conditions and Restrictions	Current Standards and Frequencies
Weed Killing	<p>Weed control of noxious and injurious types on footways</p> <p>- Control the spread of weeds which can damage habits and agricultural land. These are:</p> <ul style="list-style-type: none"> • Common ragwort • Creeping thistle • Field thistle • Spear thistle • Curled and broad-leaved dock. 	To maintain green cover and protect habitats. Do not apply herbicide within two metres of the centre of a hedgerow, watercourse or field ditch, or within one metre of the top of the bank of a watercourse or field ditch.	Specific training in safe use of chemicals. The employer is responsible for providing all PPE stated on the herbicide's label. Legislation relating to safe working on/near carriageways must be observed. When using specialist equipment staff must be properly trained.	Staff undertaking work should be LANTRA (or equivalent) accredited, trained and also adhere to Health and Safety requirements in terms of risk assessments and PPE.	<p>There is no absolute requirement to eradicate weeds, but to control and reduce spread where possible. Injurious weeds in locations of public access should be eradicated.</p> <p>Activity is reactive, dependent upon identification of weed growth and method of control, carried out during the growing season (generally March to October).</p>
Maintenance	<p>Maintenance of BCC street furniture including minor repair or repainting</p> <p>- Maintaining street furniture (defined as above street-level, objects on and at rear of footways), such as sign-posts, signs, seating, cycle racks, decorative bollards and village gateway features.</p>	Inspect street furniture and undertake minor repairs (e.g. replace loose clips, tightening nuts/bolts, remove graffiti and cleaning) or repainting, using approved items. Report major damage or vandalism to local LAT.	Personal Protective equipment (PPE) is worn/used when working on/near carriageways. Legislation relating to safe working on/near carriageways must be observed. When using specialist equipment staff must be properly trained.	<p>EXCLUDES any items with electrical feed (i.e. lit), e.g. street lights, lighting columns, lit signs and lit bollards.</p> <p>Limited to BCC street furniture erected within the public highway (defined as above street-level, objects on and at rear of footways).</p>	<p>Unless activity is non-technical, seek advice from local LAT on standard required, specification/colour of paint and approved materials list.</p> <p>Activity is reactive, carried out on a prioritised basis throughout the year.</p>
	<p>Minor repairs to traffic sign</p> <p>- Such as tightening of brackets where a sign has slipped. Signs that are badly damaged (e.g. bent, buckled) must be reported to TfB for repair.</p>	Information on Hazard and Speed limit signs must be clearly visible and legible to oncoming road users.			<p>Use sign clips and materials supplied through local depot where possible. Consult local LAT if in doubt.</p> <p>Activity is reactive, carried out on a prioritised basis throughout the year.</p>
	<p>Cleaning of traffic signs</p> <p>- Information on Hazard and Speed limit signs must be legible to oncoming motorists.</p>	Signs must be clearly visible. It is advised that they are cleaned with cold soapy water and a brush.			<p>Use sign clips and materials supplied through local depot where possible. Consult local LAT if in doubt.</p> <p>Activity is reactive, carried out on a prioritised basis throughout the year.</p>

Devolved Activity	Service & Description	Minimum Standard	Health and Safety	Conditions and Restrictions	Current Standards and Frequencies
Maintenance	Removal of fly posters and other illegal signs - Fly posters and signs which are illegally erected must be removed to ensure the general tidiness and maintenance of the network. This becomes essential if they obscure signs.	Limited to those erected within the public highway or attached to street furniture. Procedure outlined in Appendix C.		Limited to those erected in the public highway or attached to street furniture in accordance with procedure attached at Appendix C.	No specific standards exist. Activity is reactive, carried out on a prioritised basis throughout the year.
	Checking for obstructions to footways - Check that footways are clear of obstructions, such as scaffolding and debris, and arrange for removal. A vehicle blocking a vehicular access or footway should be reported to the local police, as they have sole enforcement powers.	Footways are accessible for pedestrians.	Personal Protective equipment (PPE) is worn/used when working on/near carriageways. Legislation relating to safe working on/near carriageways must be observed. When using specialist equipment staff must be properly trained.	N/A	No specific standard exists. Footpaths should where practicable remain clear for pedestrian usage over their entire width (usually 1.2m width minimum). Safety must be maintained at all times. Activity is reactive, carried out on a prioritised basis throughout the year.
	Approval of charity event advertising signage - Charity event advertising signage may be put up, however, this must be approved by the local council and is deemed illegal if put up without approval.	Limited to the locations listed and administered in accordance with procedure outlined in Appendix A.	N/A	Limited to locations listed and administered in accordance with procedure attached at Appendix A.	No particular standards exist. However, signing must be legible, easily read by motorist, safely positioned so as not to cause distraction or hindrance and securely fastened in place. No sign of greater than 0.3m x 0.3m should be fastened to any form of existing sign pole. Activity is reactive, carried out on a prioritised basis throughout the year.

APPENDIX A

Charity Event Signage

Charity event signage will only be permitted if a request for permission is made and approved and subject to the sign permit general conditions.

All requests must be sent to the Local Council Clerk and each request considered on its merits and in light of general conditions.

If a request is approved, the approved letter should be sent to the applicant on Local Council headed stationery.

Charity Event Signage - Approved Letter Template

Dear *[name]*

TEMPORARY SIGNING FOR LOCAL EVENTS

Permit No *[number]* for a two week period up to *[dd/mm/yy]*

I write to inform you that permission has been granted to place signs at the following locations:

- *[Location name]*
- *[Location name]*
- *[Location name]*
- *[Location name]*

As you know, we undertake not to remove these signs so long as the promoter complies with the permitted conditions, which are attached.

Yours sincerely

Local Council Clerk
[Local council name]

Charity Event Signage – Sign Permit General Conditions

1. Signs are not to be erected more than two weeks before the event and are to be taken down immediately after the event.
2. The signs are to be confined to the immediate locality of the event and shall be positioned as far back from the edge of the carriageway as possible at each location. A maximum of 4 signs only are allowed per event.
3. The signs should be at least 1 metre from any junction and not obstruct any visibility splay, footway or vehicular access; nor shall they be placed in such a position as to contravene any traffic regulation order or impede fire hydrants, inspection covers or Statutory Undertakers' apparatus.
4. The signs are to be freestanding and on no account are they to be attached to road signs, lamp columns, street furniture, etc.
5. The maximum size of the signs is to be 1.0 sq metre.
6. The signs should be properly constructed and fit for the purpose and on removal the highway shall be left in a clean and tidy condition and any damage shall be repaired to the satisfaction of the highway authority.
7. The location of any Statutory Undertaker's plant must be ascertained prior to the erection of signs.
8. Any claim on the Local Council resulting from any incident involving the signs will be referred to the person/organisation that erected the signs. It is advisable that suitable cover against any such claim is provided by an appropriate insurance policy.

Failure to comply with any conditions specified in this permission will result in the removal of the signs and, in accordance with Section 149 of the Highways Act 1980, any costs incurred may be recovered from the promoting body.

APPENDIX B

Hedge Cutting

Section 154 Highways Act 1980 states that cut-back is required where a hedge, tree or shrub overhangs a highway or any other road or footway to which the public has access so as to endanger or obstruct the passage of vehicles or pedestrians, or obstructs or interferes with the view of drivers or vehicles or the light from a public lamp, or overhangs a highway so as to endanger or obstruct the passage of horse-riders.

The majority of hedges that front public highways are the responsibility of the frontager. The frontager can be a private householder within, for example, a residential area, can be a farmer in rural areas, or could be a company. The owner is rarely the Council unless they are the owner of the land to which the hedge forms a boundary.

Overgrown hedges can cause all manner of problems to highway users, ranging from obstruction of sightlines at junctions to inconvenience to pedestrians walking along footways and footpaths.

The local council's role is to ensure that frontagers/landowners/occupiers responsible for overgrown hedges maintain them to avoid such problems. Normally, a telephone call or a politely worded letter to the frontager is sufficient and often achieves the desired action. However, in some cases it may be necessary to serve what is known as a Hedge Cutting Notice under the Highways Act 1980, although this course of action is potentially confrontational and time consuming. The friendly approach is normally the preferred option.

In many cases frontagers may not be aware of their responsibilities for maintaining hedges and it quite often comes as a surprise when they are asked to carry out maintenance. Therefore, local councils are encouraged to communicate these responsibilities to frontagers where hedge maintenance may be causing problems.

In the first instance, frontagers/landowners should be identified/found and, if appropriate, issued a letter. If they cannot be found or they have not cut the hedge (and this priority work is still required) or they are identified as the Council, local councils are required to cut-back the hedge.

- Avoid activity during bird nesting season. This is generally considered to be between 1st April and 31st August but can change dependent upon seasonal variations.
 - a. Site Assessment required for nesting birds if absolutely necessary to cut during nesting season
- Safety: hedges should be cut-back so as to prevent any overhang of pedestrian areas (footways) or trafficked areas (carriageway). When cutting-back it is common sense to cut-back further where practicable so as to avoid repeat visits.
- Signing: the general rule is that signs should be visible/legible to a driver from a distance of 50m back (from the drivers' position) within the carriageway. Cut-back activities should bear this in mind.
- Specific, individual cut branches should be removed from site rather than chipped or stacked.
- Hedges can be cut mechanically.

Hedge Cutting Process

1. Identify the frontager/landowner.
 - a. If they prove to be untraceable, contact the Devolution Contract Officer, who may be able to assist.
 - b. If they prove to be the Council, required works should be performed without any letter or notice requirements.
2. Send an initial letter (as per Agreement, Appendix B, Hedge Cutting Letter Template 1) to frontager/landowner to request that they deal with the overhanging vegetation that is causing an obstruction and/or danger to the public highway.
 - a. Frontager/landowner get 14 days to respond to the initial letter.
3. If no response is received within 14 days, send a reminder letter (as per Hedge Cutting Letter Template 2).
 - a. If no response received within 14 days contact BCC Legal Services to arrange for the issue of an *Enforcement Notice on the frontager/landowner (who manage a 7-day SLA - receipt to issue is 7 days).
4. BCC Legal issue Enforcement Notice
 - a. Frontager/landowner gets **14 days to complete works or **21 days to appeal the Notice (**The Enforcement Notice is issued under section 154, which allows the party served 21 days to appeal to the Magistrates Court, meaning that even though we can give 14 days to carry out the works, the works can't be undertaken until the full 21 days has expired as they need to be given the full notice period to appeal).
5. If works are not performed by frontager/landowner by day 14 or appealed by day 21 (see **above), the local council must perform the works and the costs are recoverable.
 - a. Local council must keep a full record all costs/expenditure.
 - b. To recover costs***, local councils should issue an invoice detailing these to the frontage/landowner.

*BCC Legal Services require the following information in order to issue an Enforcement Notice:

- The approximate highway encroachment caused
- The specific action needed e.g. hedge cut back by at least a metre

The Enforcement Notice will state that if they fail to comply, the local council may undertake the works and recover from them the costs reasonable incurred in doing so, including the costs associated with the drafting and serving of the Notice. If the notice is not complied with the local council reserves the right to undertake the work outside of normal working hours if required, which may involve contractor overtime rates being applied. Any claims for injury or loss as a result of obstruction by vegetation growth or any other reason will be passed on to the frontager/landowner to settle. The Council will also seek damages for any damage to the highway affected by failure to maintain the resident's land. Also, the Notice highlights that under Section 148 of the Act they are required to ensure the highway is left clear of all debris following any cutting/felling operations the frontage/landowner undertakes.

***Should the frontage/landowner not pay the invoice (within your statement payment terms), the invoiced costs can be recovered (as a civil debt within the small claims court).

Hedge Cutting Letter Template 1

[Name or 'The Occupier']

[Address]

SECTION 154 (1) HIGHWAYS ACT 1980
IMPORTANT – THIS COMMUNICATION AFFECTS YOUR PROPERTY

Dear *[Name or 'The Occupier']*

Dangerous Vegetation – *[Location]*

Following *[an inspection at the above mentioned site] [a recent complaint to this office]* I write to advise you that the *[tree(s), hedge(s), shrub(s)]* identified in yellow on the attached map overhang[s] the *[highway], [road] or [footpath]* so as to:

1. Endanger or obstruct the passage of vehicles or pedestrians, and/or
2. Obstruct or interfere with the view of drivers or vehicles, and/or
3. Obstruct or interfere with light from a public lamp, and/or
4. Potentially cause danger to the *[highway], [road] or [footpath]*

Please confirm to me, as soon as possible, and within 14 days of the date of this letter, how you propose to deal with this danger.

To avoid the need for further action your co-operation in this matter is greatly appreciated. Should you wish to discuss this matter please contact me on the above telephone number.

Yours *[sincerely/faithfully]*

[Officer Name]

[Officer Position]

Hedge Cutting Letter Template 2

[Name or 'The Occupier']

[Address]

SECTION 154 (2) HIGHWAYS ACT 1980 IMPORTANT – THIS COMMUNICATION AFFECTS YOUR PROPERTY

Dear *[Name or 'The Occupier']*

Dangerous Vegetation – *[Location]*

Following an inspection at the above mentioned site I write to advise you that the *[tree(s), hedge(s), shrub(s)]* identified in yellow on the attached map *[is/are]* likely to cause danger by falling on the public highway.

Please confirm to me, as soon as possible, and within 14 days of the date of this letter, how you propose to deal with this danger.

To avoid the need for further action your co-operation in this matter is greatly appreciated. Should you wish to discuss this matter please contact me on the above telephone number.

Yours *[sincerely/faithfully]*

[Officer Name]

[Officer Position]

APPENDIX C

Procedure for removal of illegal signs in the public highway

Notwithstanding the Councils' right and obligation to ensure the highway is safe, it is not permitted to damage private property in achieving this aim, even if it is in, on or encroaching into the highway. Should an incident occur and be attributable to a 'private' obstruction on the highway, the person owning the obstruction is liable.

As long as reasonable care is employed during its' removal and the sign is undamaged, no liability lies with the remover. Given that the owner has placed the sign in a public space (i.e. on the highway) the burden of proof on it being damaged during its' removal lies with the owner, not the remover. We emphasise that you must employ reasonable care.

If an illegal sign is so embedded into the highway (including any supports) that removing it effectively destroys it, it should not be removed and should be reported to the Devolution Contact Manager and the LAT for action.

1. If the owner is known, advise them of their liability and notify them that they have 7 days to remove the sign. This 'advice' can be performed either verbally or in writing.
2. If the owner is unknown, affix the notice letter to the sign stating that this sign is illegal, in accordance with the Highways Act 1980, and will be removed within in 7 days.
 - a. The sign owner gets 7 days to remove the sign.
3. If the sign is not removed within 7 days, it should be carefully removed and held in storage (for 28 days).
4. A charge of £25 per sign should be levied for the signs to be reclaimed.
5. If the signs are not collected within 28 days they can be disposed of appropriately.
6. Should offenders persist in placing illegal signs the matter should be referred to the Devolution Contract Manager and the LAT. BCC retains the right to take whatever legal action it considers appropriate.

Illegal Sign Notice/Letter Template

[Name – if known]

[Address – if known]

SECTION 149 HIGHWAYS ACT 1980

IMPORTANT – THIS COMMUNICATION AFFECTS YOUR PROPERTY

Dear *[Name]*

ILLEGAL SIGN[S] – *[Location]*

Following [an inspection at the above mentioned site] [a recent complaint to this office] I write to advise you that the signs[s] you have erected overhang[s] the [highway], [road] or [footpath] so as to:

1. Endanger or obstruct the passage of vehicles or pedestrians, and/or
2. Obstruct or interfere with the view of drivers or vehicles, and/or
3. Obstruct or interfere with light from a public lamp, and/or
4. Potentially cause danger to the [highway], [road] or [footpath]

Should an incident occur, and be attributable to the obstruction[s] (mentioned above), the person owning the obstruction is liable.

Please confirm to me, as soon as possible, and within 7 days of the date of this notice, that [it/they] [has/have] been removed. If the sign[s] [is/are] not removed within 7 days, [it/they] will be removed and held in storage (for 28 days) and a charge of £25 per sign will be levied for them to be reclaimed. If they are not collected within 28 days they will be disposed of.

To avoid the need for further action your co-operation in this matter is greatly appreciated. Should you wish to discuss this matter please contact me on the above telephone number.

Yours *[sincerely/faithfully]*

[Officer Name]

[Officer Position]

APPENDIX D

Example of complaints data presently recorded by the Council

- Name of complainant
- Address of complainant
- Complainants Contact Details
- Issue area (i.e. grass cutting, rights of way clearance, etc)
- A brief description of the complaint
- Service the complaints relates to – assuming known (i.e. TfB)
- Team the complaint relates to – assuming known (i.e. Maintenance team in North)
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